

**Certificate of Notice Page 1 of 3**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 David C. Schwarz  
 Carol L. Schwarz  
 Debtors

Case No. 16-10924-ref  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-4

User: Lisa  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 2

Date Rcvd: Mar 21, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 23, 2019.

db/jdb +David C. Schwarz, Carol L. Schwarz, 413 Frystown Road, Myerstown, PA 17067-1923  
 cr ++AMERICREDIT FINANCIAL SERVICES DBA GM FINANCIAL, PO BOX 183853, ARLINGTON TX 76096-3853  
 (address filed with court: AmeriCredit Financial Services dba GM Financial, P.O. Box 99605, Arlington, TX 76096-9605)

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Mar 23, 2019

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 21, 2019 at the address(es) listed below:

GEORGE M. LUTZ on behalf of Debtor David C. Schwarz glutz@hvmlaw.com,  
 amerkey@hvmlaw.com;r49419@notify.bestcase.com  
 GEORGE M. LUTZ on behalf of Joint Debtor Carol L. Schwarz glutz@hvmlaw.com,  
 amerkey@hvmlaw.com;r49419@notify.bestcase.com  
 JOSHUA ISAAC GOLDMAN on behalf of Creditor U.S. Bank National Association  
 bkgroup@kmlawgroup.com, bkgroup@kmlawgroup.com  
 KEVIN G. MCDONALD on behalf of Creditor U.S. Bank National Association bkgroup@kmlawgroup.com  
 KEVIN G. MCDONALD on behalf of Creditor U.S. Bank National Association et al ...  
 bkgroup@kmlawgroup.com  
 LEON P. HALLER on behalf of Creditor U.S. Bank National Association lhaller@pkh.com,  
 dmaurer@pkh.com;mgutshall@pkh.com  
 LISA MARIE CIOTTI on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,  
 ecf\_frpa@trusteel3.com  
 SCOTT WATERMAN ECFmail@fredreiglechl3.com, ECF\_FRPA@Trusteel3.com  
 THOMAS I. PULEO on behalf of Creditor U.S. Bank National Association tpuleo@kmlawgroup.com,  
 bkgroup@kmlawgroup.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM MILLER\*R on behalf of Trustee WILLIAM MILLER\*R ecfemail@FredReigleCh13.com,  
 ECF\_FRPA@Trusteel3.com  
 WILLIAM EDWARD CRAIG on behalf of Creditor AmeriCredit Financial Services dba GM Financial  
 ecfmail@mortoncraig.com, mhazlett@mortoncraig.com;mortoncraigecf@gmail.com

TOTAL: 12

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

David C. Schwarz  
Carol L. Schwarz

Debtors

U.S. BANK NATIONAL ASSOCIATION  
(TRUSTEE FOR THE PENNSYLVANIA  
HOUSING FINANCE AGENCY)

Movant

vs.

David C. Schwarz  
Carol L. Schwarz

Debtors

Scott Waterman Esq.

Trustee

CHAPTER 13

NO. 16-10924 REF

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$15,728.73**, which breaks down as follows;

Post-Petition Payments:	April 2018 to October 2018 at \$1,182.00/month
	November 2018 to March 2019 at \$1,220.00/month
Late Charges:	April 2018 to February 2019 at \$29.43/month
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$15,728.73</b>

2. The Debtor shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$15,728.73**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$15,728.73** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due April 1, 2019 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,220.00 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 4, 2019

/s/ Kevin G. McDonald, Esquire  
Kevin G. McDonald, Esquire  
Attorney for Movant

Date: March 11, 2019


  
George M. Lutz, Esquire  
Attorney for Debtors

Date: March 20, 2019

/s/ Polly A. Langdon, Esquire, for  
Scott Waterman, Esquire  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_ day of \_\_\_\_\_, 2019. However, the court retains discretion regarding entry of any further order.

**Date: March 21, 2019**

  
Bankruptcy Judge  
Richard E. Fehling